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Counselors at Law

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January 23, 2014

BY EMAIL

Hon. Andrew L. Carter, Jr.
United States District Court
Southern District of New York
40 Foley Square, Room 435
New York, NY 10007
ALCarterNYSDChambers@nysd.uscourts.gov

Re:

Astra Oil Company LLC v. Hydro Syntec Chemicals, Inc.; U.S.D.C., Southern District of New York, 13-CV-8395 (ALC)

Dear Judge Carter:

Attached as requested is a copy of the September 6, 2012 purchase confirmation.

Respectfully submitted,

Judith A. Lockhart

JAL:maf Enclosure

cc:

James M. Textor, Esq.
Cichanowicz Callan Keane Vengrow & Textor, LLP
61 Broadway 3000
New York, NY 10036
jimtex@cckvt.com
Attorneys for Petitioner



ASTRA OIL COMPANY LLC

301 Main Street, Sulle 201 • Hunlington Beach, California 92648 Telephone 714-969-6569 • Fax 714-969-8687 • Telex 6736788 • Email coasters@astraoil.com

PURCHASE CONFIRMATION

DATE:

SEPTEMBER 6, 2012

THIS AGREEMENT IS MADE BETWEEN HYDRO SYNTEC CHEMICALS INC (BUYER) AND ASTRA OIL COMPANY LLC (SELLER) ON SEPTEMBER 6, 2012.

ASTRA REF: 63038-4873

(1) BUYER:

ASTRA OIL COMPANY LLC 301 MAIN STREET, SUITE 201 HUNTINGTON BEACH, CALIFORNIA 92648

(2) SELLER:

HYDRO SYNTEC CHÉMICALS INC 101 SH MAIN ST SUITE 900 PORTLAND OREGON 97204

(1) PRODUCT:

BENZENE IN BULK

(2) QUANTITY/TOLERANCE: 20,000 BARRELS, +/- 5 PCT SELLER'S OPTION.

QUANTITY TO BE DETERMINED AT DISPORT BY INDEPENDENT INSPECTOR MUTUALLY AGREED UPON WITH COST SHARRD EQUALLY.

IN THE EVENT OF λ BOOK OUT, INVENTORY TRANSFER DOCUMENT SHALL BE THE QUANTITY DOCUMENT OF RECORD.

(5) QUALITY:

QUALITY BASED ON VESSEL/BARGE COMPOSITE PRIOR TO DISCHARGE. THE PRODUCT SHALL MEET THE SPECIFICATIONS AS PER ASTM D2359 AND MEETING THE FOLLOWING SPECIFICATIONS:

TOLUENE <500 PPM DIOXANE <10 PPM

(6) SHIPPING DETAILS:

DELIVERED VIA SELLER'S NOMINATED VESSEL / BARGE OR SUB DURING OCTOBER 1-31, 2012, (BOTH DATES INCLUSIVE) HOUSTON OR TEXAS CITY, TEXAS. SELLER MUST PROVIDE 5 WORKING DAY NOTICE. NOTICE MUST BE RECEIVED PRIOR TO NOON C.S.T. TO BE CONSIDERED DAY 1 (ONE). IF NOTICE RECEIVED AFTER NOON C.S.T. DAY 1 (ONE) BEGINS FOLLOWING WORK DAY.

SELLER'S VESSEL / BARGE NOMINATION OR VESSEL SUBSTITUTION SHALL BE SUBJECT TO THE BUYERS AND RECEIVING TERMINAL'S ACCEPTANCE, HOWEVER SUCH ACCEPTANCE SHALL NOT BE UNREASONABLY WITHHELD.

(7) PRICE:

U.S. DOLLARS \$4.16 PER GALLON, FIXED AND FIRM, DDP HOUSTON OR TEXAS CITY, TEXAS.

(8) PRICE BASIS:

THE INVOICE QUANTITY SHALL BE BASED ON RECEIVING SHORE TANK UPGAUGE QUANTITY AS ESTABLISHED BY INDEPENDENT INSPECTOR AT DISPORT.

(9) PAYMENT:

PAYMENT DUE 30 CALENDAR DAYS FROM DISCHARGE DATE IN U.S. DOLLARS, WITHOUT DEDUCTION, DISCOUNT OR OFFSET OF ANY KIND, AGAINST PRESENTATION OF BELLER'S COMMERCIAL INVOICE AND SUPPORTING DOCUMENTATION (SURVEYOR REPORT).

FAYMENT FALLING DUE ON A SUNDAY OR A MONDAY BANK HOLIDAY IN NEW YORK SHALL BE MADE ON THE FIRST BANKING DAY FOLLOWING. PAYMENT FALLING DUE ON A SATURDAY OR ANY OTHER BANKING HOLIDAY IN NEW YORK SHALL BE MADE ON THE LAST BANKING DAY PRIOR TO DUE DATE.

BUYER AGREES TO PAY VIA WIRE TRANSFER TO SELLER'S BANK AS INDICATED ON THE INVOICE. ALL BANK COSTS AT BUYER'S BANK FOR BUYER'S ACCOUNT AND ALL BANK COSTS AT SELLER'S BANK FOR SELLER'S ACCOUNT.

(10) LAYTIME/DEMURRAGE:

PAYABLE AT THE CHARTER PARTY RATE, TERMS AND CONDITIONS, EXCEPT TIME BAR. IF THE BARGE IS TIME CHARTERED, DEMURRAGE RATE SHALL BE BASED ON THE CURRENT MARKET RATE OF A SIMILAR SIZE BARGE ON A SIMILAR VOYAGE. ANY PORT EXPENSES, INCLUDED BUT NOT LIMITED TO ANCHORAGE DUES OR AGENCY FEES, WHICH ARE ATTRIBUTABLE TO EXCESS WAITING TIME IN PORT, SHALL BE FOR BUYERS ACCOUNT.

BERTHING AND/OR LOADING AT PUBLIC TERMINALS IS AFFECTED ON A FIRST COME, FIRST SERVE BASIS, SUBJECT TO DOCK AVAILABILITY OVER WHICH THE BUYER AND SELLER HAVE NO CONTROL. THERFORE, LAYTIME SHALL COMMENCE THEN VESSEL/BARGE IS ALL FAST AT TERMINAL DOCK ... SPLLER ASSUMES NO RESPONSIBILITY FOR DELAYS OR DEMORRAGE INCURRED.

(12) INSPECTION:

QUALITY AND QUANTITY TO BE DETERMINED AT DISPORT BY INDEPENDENT INSPECTOR MUTUALLY AGREED UPON WITH ALL COST SHARED EQUALLY.

(13) LAW AND ARRITRATION:

THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(14) OTHER TERMS/CONDITIONS:

WHERE NOT CONTRARY TO THE FOREGOING SPECIFIC TERMS, THIS CONTRACT TO BE OTHERWISE GOVERNED BY INCOTERMS 2000 TERMS AND CONDITION FOR DOP TERMS, AND OR THE LATEST ISSUES WITH SUBSEQUENT AMENDMENTS.

(15) CONTACT (8):

COMMERCIAL: CLAY WALKER OFFICE: 713-243-8120 MOBILE: 713-824-2963

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FINANCIAL : MELODY LAMONT

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ASTRA OIL COMPANY LLC